

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION
www.flmb.uscourts.gov

IN RE:)
)
LEONARD QUINZELL McRAE,) CASE NO. 14-03266
) CHAPTER 13
)
Debtor.)

CHAPTER 13 PLAN

The Debtor submits the following Chapter 13 Plan:

1. The future earnings of the Debtor are submitted to the control and supervision of the Trustee, and the Debtor shall pay to the Trustee the sum of **\$848.56** in months one through fifteen (1-15) and **\$855.29** in months sixteen through sixty (16-60) for a period of sixty (60) months.

2. From the payments so received, the Trustee shall make disbursements as follows:

A. PRIORITY CLAIMS

(1) The fees and expenses of the Trustee shall be paid over the life of the Plan at the rate of ten percent (10%) of the amount of all payments under the Plan.

(2) **LANSING ROY, P.A.** is owed the sum of \$1,500.00 for representing the Debtor in a mortgage mediation. The Trustee shall pay this Creditor the sum of \$1,500.00 with monthly payments in the amount of **\$100.00** in months one through fifteen (1-15). In addition, the Trustee shall pay this Creditor an administrative fee of **\$25.00** per month, beginning in month sixteen (16) through the conclusion of the Plan.

B. SECURED CLAIMS

(1) **BAYVIEW LOAN SERVICING** 62516 Collection Center Dr., Chicago IL 60693, holds a first mortgage, Acct No. 7454, on Debtor's homestead property located at 10829 Naples Ct S, Jacksonville, Florida. The Debtor intends to apply this mortgage to the modification mediation program. The Trustee shall make a monthly mortgage payment of **\$539.81**, which represents 31% of the Debtor's gross monthly income. The Debtor is in arrears to this creditor which will be resolved through

the mediation. The Plan proposes a modified payment to the Creditor. Sixty (60) days following the filing of the Mediator's report, the Debtor shall either modify to pay this claim as filed, modify to pay the modified mortgage payment (if different than what is being paid under the Plan), or modify to surrender the property. If the Debtor does not move to modify the Plan within 60 days, the Creditor may request relief from the automatic stay under the local rules procedure using negative notice.

(2) **WELLS FARGO DEALER SERVICES**, Attn: Correspondence, MAC T9017-026, PO BOX 168048, Irving TX 75016, has a purchase money security interest, Acct No. 9566, in a 2007 Ford Focus valued by the Debtors at \$6,525.00. The Trustee shall pay this Creditor the sum of \$6,525.00 at the rate of five and one-quarter percent (5¼ %) per annum simple interest with level monthly payments in the amount of **\$123.89** over the life of the Plan for a total payment of \$7,433.40.

C. UNSECURED CLAIMS

Any claims filed after the deadline for filing proofs of claim shall receive no distribution under this Plan unless specifically provided for above. Unsecured creditors, including those secured creditors who have deficiency claims or whose liens have been voided, who timely file claims shall receive distribution pro-rata, excluding non-dischargeable student loans. The Trustee shall distribute **\$81.06** in months sixteen through sixty (16-60) among those unsecured creditors whose claims are filed and allowed for a total payment of \$3,647.70, excluding any federal income tax refunds retained by the Trustee.

3. **EXECUTORY CONTRACTS**. The Debtor does not reject any executory contracts.
4. **VESTING**. Title to all property of the estate shall revert in the Debtor upon confirmation of this Plan.
5. **RETENTION OF LIEN**. Secured creditors shall retain their liens until the allowed secured claim is paid in full.
6. **LATE FEES, ATTORNEYS' FEES, INTEREST & COSTS**. No creditor shall be entitled to any late fees, attorney's fees, other costs or interest other than the interest contained in the payments provided for by the plan during this bankruptcy, including the life of this Plan, except as

ordered by this Court. Upon successful completion of this Plan, the Debtor's mortgage balance shall be deemed current as a matter of law.

7. **INSURANCE.** Debtor shall keep the collateral which secures any debt paid under this Plan insured as provided for in the agreement between the Debtor and Creditor.

DATED this 16th day of July 2014.

LANSING ROY, P.A.

/s/ Christopher R. DeMetros
Christopher R. DeMetros, Esquire
Florida Bar No. 0863467
Kevin B. Paysinger, Esquire
Florida Bar No. 0056742
William B. McDaniel, Esquire
Florida Bar No. 084469
Attorney for Debtor(s)
1710 Shadowood Ln, Ste 210
Jacksonville, FL 32207-2184
court@lansingroy.com
Telephone: (904) 391-0030
Facsimile: (904) 391-0031

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Chapter 13 Plan was furnished to all creditors and parties in interest per the attached mailing matrix on the 16th day of July 2014 by United States Mail or by electronic notification.

LANSING ROY, P.A.

/s/ Christopher R. DeMetros
Christopher R. DeMetros, Esquire
Florida Bar No. 0863467
Kevin B. Paysinger, Esquire
Florida Bar No. 0056742
William B. McDaniel, Esquire
Florida Bar No. 084469
Attorney for Debtor(s)
1710 Shadowood Ln, Ste 210
Jacksonville, FL 32207-2184
court@lansingroy.com
Telephone: (904) 391-0030
Facsimile: (904) 391-0031

Label Matrix for local noticing
113A-3
Case 3:14-bk-03266-JAF
Middle District of Florida
Jacksonville
Wed Jul 16 19:10:45 EDT 2014

Leonard Quinzell McRae
10829 Naples Ct S
Jacksonville, FL 32218-4494

BAYVIEW LOAN SERVICING
62516 COLLECTION CENTER DRIVE
Chicago IL 60693-0625

CAPITAL ONE BANK - CC
PO BOX 1366
Pittsburgh PA 15230-1366

(p)CAVALRY PORTFOLIO SERVICES LLC
500 SUMMIT LAKE DR
STE 400
VALHALLA NY 10595-2322

CREDIT ONE BANK
PO BOX 98873
LAS VEGAS NV 89193-8873

Cavalry SPV I, LLC
500 Summit Lake Drive, Ste 400
Valhalla, NY 10595-1340

City of Jacksonville
117 West Duval Street Ste. 480
Jacksonville, FL 32202-5721

Duval County Tax Collector
231 Forsyth St. #130
Jacksonville FL 32202-3380

Florida Dept. of Revenue
Bankruptcy Unit
P.O. Box 6668
Tallahassee, FL 32314-6668

GREAT EXPRESSIONS DENTAL CTRS
9119 MERRILL RD, STE 29 & 30
JACKSONVILLE FL 32225-4306

HSBC BANK USA N.A.
PO BOX 2013
Buffalo NY 14240-2013

IC SYSTEM
FOR GREAT EXPRESSIONS DENTAL
PO BOX 64378
Saint Paul MN 55164-0378

Internal Revenue Service
PO Box 7346
Philadelphia, PA 19101-7346

MIDLAND FUNDING, LLC
FOR HSBC BANK
8875 AERO DR, STE 200
SAN DIEGO CA 92123-2255

SALLIE MAE
PO BOX 9640
Wilkes Barre PA 18773-9640

TSYS DEBT MGMT (TDM)
CAPITAL ONE BANK
6125 LAKEVIEW RD STE 800
Charlotte NC 28269-2605

United States Attorney
300 North Hogan St Suite 700
Jacksonville, FL 32202-4204

WELLS FARGO DEALER SERVICES
ATTN: CORRESPONDENCE
MAC T9017-026
PO BOX 168048
Irving TX 75016-8048

Christopher R DeMetros +
Lansing Roy, PA
1710 Shadowood Lane, Suite 210
Jacksonville, FL 32207-2184

United States Trustee - JAX 13/7 7+
Office of the United States Trustee
George C Young Federal Building
400 West Washington Street, Suite 1100
Orlando, FL 32801-2210

Douglas W. Neway +
P O Box 4308
Jacksonville, FL 32201-4308

Note: Entries with a '+' at the end of the
name have an email address on file in CMCF

The preferred mailing address (p) above has been substituted for the following entity/entities as so specified
by said entity/entities in a Notice of Address filed pursuant to 11 U.S.C. 342(f) and Fed.R.Bank.P. 2002 (g)(4).

CAVALRY PORTFOLIO
FOR HSBC BANK
4050 E COTTON CENTER BLVD
Phoenix AZ 85040

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u) Jerry A. Funk
Jacksonville

End of Label Matrix	
Mailable recipients	22
Bypassed recipients	1
Total	23